



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF BLYTHE  
AND THE  
SWORN PERSONNEL  
REPRESENTED BY THE  
BLYTHE POLICE OFFICERS' ASSOCIATION**

**A FORMAL MEMORANDUM OF UNDERSTANDING  
SETTING FORTH THE HOURS, WAGES, AND  
WORKING CONDITIONS FOR SWORN EMPLOYEES  
REPRESENTED BY THE BLYTHE POLICE OFFICERS'  
ASSOCIATION FOR THE FISCAL YEARS  
JULY 1, 2005 THROUGH JUNE 30, 2007**

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## DURATION OF MEMORANDUM OF UNDERSTANDING

- A. This Agreement shall be effective July 1, 2005 and shall remain in full force and effect until June 30, 2007 and shall renew automatically from year to year thereafter unless either party gives at least sixty (60) days notice in writing to the other party prior to any annual expiration date of its desire to modify or terminate this Agreement.
- B. If the parties fail to negotiate a new agreement by the annual expiration date of the Agreement, the Agreement shall remain in effect unless the parties mutually agree in writing to terminate the Agreement.

## SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Memorandum of Understanding is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Memorandum. The City and this Unit hereby declare that they would have enacted this Memorandum of Understanding and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

## ARTICLE I - PREAMBLE

### SECTION 1 - INTENT

It is the intent and purpose of the parties that this Memorandum of Understanding hereinafter referred to as "MOU." shall set forth rules of pay, hours of work and other terms and conditions of employment to be observed by the parties. Said agreement has been developed in the interest of promoting and improving employee relations between the City of Blythe, California, hereinafter referred to as "City", and the Blythe Police Officers' Association, hereinafter referred to as "Association".

Each section of this Agreement shall be considered in its entirety and subsections shall be considered only in the context of that section as a whole.

The rules and regulations not specifically included in this MOU are outlined in the Personnel Rules and Departmental Manuals and such rules and regulations as they presently exist or as may be from time to time altered or amended shall be and hereby are made apart of this MOU. Provided, however, to the extent required by law, the City shall meet and confer with the Association regarding such changes.

### SECTIONS 2 - CITY RIGHTS

Except as otherwise specifically provided in this Agreement, the City has and retains the sole and exclusive rights and functions of management, including, but not limited to the following:

- A. To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
- B. To manage all facilities and operations of the City, including the methods, means and personnel by which the City operations are to be conducted.
- C. To schedule working hours and assign work.
- D. To establish, modify or change work schedules or standards.
- E. To direct the working forces, including the right to hire, assign, promote, demote, or transfer any employee.
- F. To determine the location of all plants and facilities.
- G. To determine the layout and the machinery, equipment or materials to be used.
- H. To determine processes, techniques, methods and means of all operations, including changes or adjustments of any machinery or equipment.
- I. To determine the size and composition of the working force.

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### SECTION 2 - CITY RIGHTS (Cont.)

- J. To determine policy and procedures affecting the selection or training of employees.

- K. To establish, assess and implement employee performance standards, including, but not limited to quality and quantity standards; the assessment of employee performances; and the procedures for said assessment.
- L. To control and determine the use and location of City property, material, machinery or equipment.
- M. To schedule the operation of and to determine the number and duration of shifts.
- N. To determine safety, health and property protection measures.
- O. To transfer work from one job to another or from one facility or unit to another.
- P. To introduce new, improved or different methods of operations, or to change existing methods.
- Q. To lay off employees from duty, pursuant to Article 6, Section 10B.
- R. To reprimand, suspend, discharge or otherwise discipline employees.
- S. To establish, modify, determine or eliminate job classifications.
- T. To promulgate, modify and enforce work and safety rules and regulations.
- U. To take such other and further action as may be necessary to organize and operate the City in the most efficient and economical manner and in the best interest of the public it services.
- V. To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities.
- W. To set standards for dress appearances for business and on-duty functions.
- X. The Association expressly and specifically agrees that except to the extent that the City's rights are expressly limited by the terms of this Agreement, the Association waives any and all of its rights to meet and confer on any of the City's rights. If the exercise of these rights effect wages, hours or terms and conditions of employment, the City will meet and confer on the effect of its actions. The Association agrees that the City may first exercise its rights before meeting and conferring on the effects of the exercise of its rights. The agreement to meet and confer over the effect of the exercising of a City right shall not in any way impair the right of the City to exercise and implement any of its rights.

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### SECTION 3 - CONCLUSIVENESS OF AGREEMENT

The City and the Association acknowledge that during the negotiations which resulted in this

Agreement, each part had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of the negotiations process, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are contained in this Agreement. Therefore, the City and the Association for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

#### SECTION 4 - NO STRIKE-NO LOCKOUT

It is agreed that there shall be no strikes, walkouts or other concerted refusal to perform work by employees covered by this MOU.

Strike means the concerted failure to report for duty, the concerted absence from one's position, the concerted stoppage of work, the concerted admission of resignations, the concerted use of sick leave, boycotting, or disruptively demonstrating by any employee or employee group, or the concerted absence in whole or in part from the full, faithful and proper performance of the duties of employment with the City for any purpose of inducing, including influencing, condoning, or coercing a change in the terms of conditions of employment, or the rights, privileges or obligations of public employment or participating in any matter in any course of conduct which adversely affects the services to the City.

The City shall discipline as deemed appropriate, any employee who engages in a strike. Any disciplinary action taken by the City against striking employees shall not be construed as a violation by the City for any provision of this Agreement.

The City shall not lockout employees.

#### ARTICLE 2 - BASIS FOR COMPENSATION

##### SECTION 1 - SALARY ADVANCEMENTS WITHIN BASE PAY RANGE

Salary ranges are established to provide fair compensation to each class within the classified service.

Initial appointment shall be made at the minimum step within a particular range. The City Manager may approve a higher starting step of compensation as requested by the Department Head or his designee if the best interests of the City so require.

## SECTION 2 - STEP ADVANCEMENT

- A. No salary adjustment shall be automatic, but shall be based upon merit and fitness. All salary increases shall be recommended by the Department Head and approved by the City Manager. Merit increases shall be effective on the employee's anniversary date for that position.
- B. Upon successful and satisfactory completion of twelve (12) months of service, eligible employees may be advanced one step within his/her salary range and yearly thereafter until the maximum step within that range is achieved. Step advancements are at 5% increments.
- C. For the fiscal year 2002-2003 a sixth step shall be added to the salary table. All sworn personnel, who on their previous anniversary date were eligible for the merit-based sixth step, shall be moved to the sixth pay step on July 1, 2002, predicated on having a current and satisfactory performance evaluation.

## SECTION 3 - PROMOTION

An employee who is promoted to a position in a class with a higher salary range shall be entitled to the lowest step in the higher salary range which exceeds his/her current rate of pay by at least five percent (5%).

## SECTION 4 - RECLASSIFICATION

An employee who is reclassified to a position in a class with a higher salary range shall be entitled to the lowest step in the higher salary range which exceeds his/her current rate of pay. At the time of the reclassification, a performance evaluation is to be completed when in the transition from one position to another.

## SECTION 5 - DEMOTION

When an employee is demoted, the base salary rate shall be set at the step in the lower pay range which provides the smallest decrease in pay if the action is not for cause, or any appropriate step in the lower pay range, as recommended by the Department Head, and approved by the City Manager that is less than the existing salary if the action is for cause.

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## SECTION 6 - METHODS OF COMPENSATION

- A. Compensation shall be determined on an hourly basis.

- B. Payments due shall be made on a bi-weekly basis (26 pay periods in a calendar year).
- C. Base hourly salary shall be considered at the regular rate of pay for a particular classification.
- D. No employee may take time off from normal working hours for the purpose of depositing a pay check.
- E. No one other than the employee may pick up his/her payroll check unless a copy of a signed and dated authorization is on file at that employee's department office with the original on file at the Personnel Department. The authorization will be valid until revoked in writing.

#### SECTION 7 - REQUIREMENTS AS TO CONTINUITY OF SERVICE

Service requirements for advancement within a base salary range and vacation shall be based on continuous service as a regular employee.

- A. Leave without pay except in the case of disciplinary time off shall be considered a Personal Leave.
- B. All Personal Leave requests are subject to approval of the Department Head and the City Manager. Personal Leave, if approved, shall not exceed ninety (90) **rolling** calendar days.
- C. All unauthorized absences shall be grounds for termination. Three days or more shall constitute termination.

#### SECTION 8 - LEAVE BENEFIT POLICY

The following types of leave do not affect employee benefits: Holiday, Jury Duty, and Vacation.

- A. Military Leave does not affect benefits provided Military Leave does not exceed that period allowed by law. Military Leaves that exceed that period allowed by law shall be considered Personal Leave.
- B. Leave benefits will continue to accrue and be in force for a period of up to ninety (90) work days, at the usual rate of accrual for employees on a Sickness or Injury Leave, provided such leave is not considered a Personal Leave.

#### SECTION 8 - LEAVE BENEFIT POLICY (Cont.)

- C. Subject to the provisions of California Labor Code 4850, all benefits will cease to accrue and be in force if an employee is absent for a period exceeding ninety (90) work days, except in

the case of Health Insurance Benefits for an employee on Workers Compensation Leave when such injury or illness was incurred through City employment; in this case Health Insurance Benefits will be kept in force for a period of up to six (6) months, or if accrued Sick Leave would entitle the employee to a longer period of paid leave, Health Insurance will continue until such leave expires.

- D. If the employee is not covered by Health Insurance at the time of his/her injury, insurance will not become effective until the employee returns to active City employment or until the employee is eligible for Health Insurance coverage, whichever is later.
- E. Any benefit which is paid for by the employee will cease when he/she no longer pays for that benefit in advance.
- F. When an injury or illness occurs as a result of a "second job", and such injury/illness causes the employee to be absent, such absence will be construed to be a Personal Leave except when the employee has accrued leave.

### ARTICLE 3 - REGULAR COMPENSATION

#### SECTION 1 - BASE SALARY RATE - FISCAL YEAR 2005-2006

Sworn Personnel in this Unit shall receive the following hourly salary rates for the Fiscal Year 2005-

2006:

<u>POSITION</u>	<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Police Officer	40	21.40	22.49	23.71	24.83	26.07	27.40
Senior Officer	43	23.05	24.23	25.45	26.72	28.09	29.51
Sergeant	47	26.96	28.32	29.75	31.25	32.84	34.50

SECTION 1a - BASE SALARY RATE - FISCAL YEAR 2006-2007

Sworn Personnel in this Unit shall receive the following hourly salary rates for the Fiscal Year 2006-2007:

<u>POSITION</u>	<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Police Officer	40	22.36	23.50	24.78	25.95	27.24	28.63
Senior Officer	43	24.09	25.32	26.60	27.92	29.35	30.84
Sergeant	47	28.17	29.59	31.09	32.66	34.32	36.05

EMPLOYEES IN THIS "UNIT" SHALL RECEIVE A 4.5% WAGE INCREASE FOR THE FISCAL YEAR 2005-2006 EFFECTIVE WITH THE BEGINNING OF THE PAYROLL PERIOD STARTING AFTER JULY 1, 2005. IN THE SECOND YEAR OF THIS CONTRACT EMPLOYEES IN THIS "UNIT" SHALL RECEIVE A 4.5% WAGE INCREASE FOR THE FISCAL YEAR 2006-2007. ALL SALARY INCREASES ARE EFFECTIVE WITH THE BEGINNING OF THE PAYROLL PERIOD STARTING AFTER JULY 1 OF EACH YEAR.

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SALARY SCHEDULE 2005-2006  
SWORN SCHEDULE RANGES 40 - 70

<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
S40	21.40	22.49	23.64	24.83	26.07	27.40

S41	21.93	23.05	24.23	25.45	26.72	28.09
S42	22.49	23.64	24.83	26.07	27.40	28.78
S43	23.05	24.23	25.45	26.72	28.09	29.51
S44	23.64	24.83	26.07	27.40	28.78	30.22
S45	24.23	25.45	26.72	28.09	29.51	30.97
S46	26.29	27.62	29.02	30.49	32.05	33.65
S47	26.96	28.32	29.75	31.25	32.84	34.50
S48	27.62	29.02	30.49	32.05	33.65	35.36
S49	28.32	29.75	31.25	32.84	34.50	36.24
S50	29.02	30.49	32.05	33.65	35.36	37.15
S51	29.75	31.25	32.43	34.50	36.24	38.04
S52	30.49	32.05	33.65	35.36	37.15	39.01
S53	31.25	32.43	34.50	36.24	38.04	39.96
S54	32.05	33.65	35.36	37.15	39.01	40.95
S55	32.43	34.50	36.24	38.04	39.96	41.98
S56	33.03	34.69	36.45	38.29	40.19	42.21
S57	33.86	35.56	37.34	39.21	41.17	43.24
S58	34.69	36.45	38.29	40.19	42.21	44.33
S59	35.56	37.34	39.21	41.17	43.24	45.38
S60	36.45	38.29	40.19	42.21	44.33	46.54
S61	36.62	38.46	40.39	42.43	44.53	46.75
S62	37.57	39.44	41.42	43.48	45.65	47.93
S63	38.46	40.39	42.43	44.53	46.75	49.10
S64	39.44	41.42	43.48	45.65	47.93	50.34
S65	40.39	42.43	44.53	46.75	49.10	51.54
S66	41.42	43.48	45.65	47.93	50.34	52.85

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SALARY SCHEDULE 2006-2007  
SWORN SCHEDULE RANGES 40 - 70

<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
S40	22.36	23.50	24.70	25.95	27.24	28.63
S41	22.92	24.09	25.32	26.60	27.92	29.35

S42	23.50	24.70	25.95	27.24	28.63	30.08
S43	24.09	25.32	26.60	27.92	29.35	30.84
S44	24.70	25.95	27.24	28.63	30.08	31.58
S45	25.32	26.60	27.92	29.35	30.84	32.36
S46	27.47	28.86	30.33	31.86	33.49	35.16
S47	28.17	29.59	31.09	32.66	34.32	36.05
S48	28.86	30.33	31.86	33.49	35.16	36.95
S49	29.59	31.09	32.66	34.32	36.05	37.87
S50	30.33	31.86	33.49	35.16	36.95	38.82
S51	31.09	32.66	34.32	36.05	37.87	39.75
S52	31.86	33.49	35.16	36.95	38.82	40.77
S53	32.66	34.32	36.05	37.87	39.75	41.76
S54	33.49	35.16	36.95	38.82	40.77	42.79
S55	34.32	36.05	37.87	39.75	41.76	43.87
S56	34.52	36.25	38.09	40.01	42.00	44.11
S57	35.38	37.16	39.02	40.97	43.02	45.19
S58	36.25	38.09	40.01	42.00	44.11	46.32
S59	37.16	39.02	40.97	43.02	45.19	47.42
S60	38.09	40.01	42.00	44.11	46.32	48.63
S61	38.27	40.19	42.21	44.34	46.53	48.85
S62	39.26	41.21	43.28	45.44	47.70	50.09
S63	40.19	42.21	44.34	46.53	48.85	51.31
S64	41.21	43.28	45.44	47.70	50.09	52.61
S65	42.21	44.34	46.53	48.85	51.31	53.86
S66	43.28	45.44	47.70	50.09	52.61	55.23
S67	44.34	46.53	48.85	51.31	53.86	56.56

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## ARTICLE 4 - SPECIAL COMPENSATION

### SECTION 1 - OVERTIME COMPENSATION

Overtime is work directed by the Department Head or his designee to be performed in addition to the work of the normal work period.

- A. Overtime shall be paid at 1-1/2 times the employee's regular base rate of pay. For purposes of overtime calculation "hours worked" shall include approved vacation, holiday, compensatory time off and sick leave.
- B. The City shall attempt to find a volunteer, but if no one volunteers, an employee may be required and said employee shall work the overtime in case of an emergency.
- C. Police personnel who are subpoenaed and appear in court during non-duty hours shall be paid in accordance with overtime regulations with a minimum of two (2) hours payment for each day's appearance, at overtime rate.
- D. Sworn personnel who are subpoenaed into court during non-duty hours and placed "on-call" will be paid for one (1) hour straight time for each day the employee is subpoenaed and placed on call. Subsequently if the "on-call" status changes and the employee is required to "appear", section D no longer applies and employee will be paid according to Section C.
- E. Compensatory Time
  - 1. Compensatory time will be paid at 1-1/2 times the time actually worked.
  - 2. Compensatory time must be approved by the Department Head or his designee.
  - 3. An employee may not accumulate more than one-hundred twenty (120) hours of comp time at any given time. Said comp time is to be used by the end of the fiscal year or be paid off. Compensatory time used will be approved by the Department Head to accommodate the operation of the Department.
  - 4. In no case will Compensatory time be taken when overtime must be paid to cover the shift.

## SECTION 2 - CALL OUT AND REPORTING PAY

A minimum of two (2) hours at the appropriate rate of pay will be paid for any call outs or reporting pay.

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## SECTION 3 - DETECTIVE COMPENSATION

The Police Detective position is not a permanent job assignment. Officers whose job performance rating is COMPETENT or better are eligible. This position will receive five percent (5%) above his/her current rate of pay. The additional 5% will be paid as "out of class pay".

#### SECTION 4 - WATCH COMMANDER

The Police Officer who serves, or is appointed to serve as Watch Commander for a given shift in the absence of a Police Sergeant will receive five percent (5%) above his/her current rate of pay for that shift, provided, however that this section shall not apply to the Detective or Senior Officer positions.

#### SECTION 5 - SENIOR POLICE OFFICER

The number of Senior Police Officer positions available shall be subject to the staffing requirements of the Police Department and the Annual Budget Allocation as recommended by the City Manager and authorized by the City Council. When an individual is appointed to the position of Senior Officer, he/she shall be entitled to five percent (5%) above his/her current rate of pay, provided however, that in no case shall compensation exceed five percent (5%) above the top step of the Police Officer position. The Senior Police Officer may perform other required duties, in addition to those duties normally performed in the Police Officer position, as determined by the Police Chief, including, but not limited to, training officer, watch commander, assignments in the Detective Bureau, and shall not be entitled to special compensation as provided in Article 4, Section 3 - Detective Compensation, and Section 4 - Watch Commander of the Memorandum of Understanding.

#### SECTION 6 - LONGEVITY PAY

Longevity Pay shall be paid to Sworn Personnel in this Unit for each five (5) years of sworn service with the City of Blythe according to the following schedule:

Five through nine years:	\$ 37.50 bi-weekly
Ten through fourteen years:	75.00 bi-weekly
Fifteen through nineteen years:	100.00 bi-weekly
Twenty or more years:	125.00 bi-weekly

#### SECTION 7 - BI-LINGUAL PAY

Bi-lingual pay will be paid to sworn personnel in this Unit that have successfully completed the testing as outlined below:

1. A college instructor, United States Border Patrol employee, or Court Certified Interpreter proficient in the language to be tested for, i.e. Spanish, German, sign language; will initially administer the bilingual test to Sworn Personnel. A City of Blythe employee who is deemed proficient in a second language by the Chief of Police and City Manager may also administer bilingual testing to Sworn Personnel.

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#### SECTION 7 - BI-LINGUAL PAY (Cont.)

2. An employee that is deemed qualified as bilingual would then be able to sit in on a two person board of qualified bilingual employees to administer future bilingual tests in the language he/she is qualified in using.
3. The bilingual test will consist of the following in the language applying for:

- A. The alphabet
  - B. Counting numbers to one thousand
  - C. The completion of a Riverside County Jail booking sheet
  - D. The reading and written completion of a Miranda Waiver form
  - E. The reading and written completion of a Gladys R form
  - F. A mock interview by the employee taking the test of the person administering the test, consisting of no less than specific details of a crime including suspect description, vehicle description, weapon description, direction of travel, where the incident took place and any additional information given by the person administering the test.
  - G. The employee taking the test must make written notes of the interview (as listed in F) and then complete an Initial form #1 containing the information gathered from the interview.
4. Sworn personnel that are qualified as bilingual in the language they have tested for will complete a memo to the Chief of Police stating the date and time they passed the bilingual test, who administered the test and that they are now requesting the 5% pay increase (5% of the employee's base salary). The memo must also state that they are aware that they may be assigned any or all cases in which a party in a case only speaks a certain language, i.e. Spanish, German or sign language.
5. Sworn personnel may be certified as bilingual in more than one language, but will only be eligible for a single 5% pay increase.

#### SECTION 8 - PHYSICAL PERFORMANCE

Physical Performance Tests shall be conducted twice a year. Sworn personnel in this Unit that pass the test will receive special compensation in the amount of \$350 each time he/she passes the test. An annual maximum of \$700 per employee will be paid for this benefit.

#### BLYTHE POLICE PHYSICAL FITNESS TEST

##### SCHEDULE:

The physical fitness test will be bi-annual. It will be given in the second week of April and the second week of October. (Times to be announced) Participation in the test is not required, but is

encouraged.

#### RULES:

1. Uniform:

- A. Duty vest must be worn.
- B. Duty belt (Sam Brown) must be worn.
- C. Baton must be worn or carried.
- D. No cleats.

\*Note: Individual's discretion on type of clothing to be worn.

2. Recovery Time:

- A. Participants will be allowed a minimum of ten (10) minutes recovery time between events and/or attempts.

3. Attempts:

- A. Participant will be allowed a maximum of two (2) attempts at each event. Each event must be completed before moving on to the next event.
- B. Attempt is void if there is a mishap that is not the participant's fault. (i.e. wind blows over hurdle)

4. Excuses:

- A. Participant is injured prior to test.  
(See Department regulations regarding injuries)
- B. Participant is sick and has been excused from duty on the day of the test.  
(See Department regulations regarding reporting illnesses)
- C. Participant has a conflicting court appearance.
- D. Participant is on a scheduled vacation.

\*Note: If the participant falls under one of the listed excused absences, they will be allowed to take the test during the following week only.

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#### TEST STANDARDS

##### EVENT

##### AGE GROUPS

21-30

31-40

41-50

51+

500 Yard Run	2:00 min	2:15 min	2:30 min	2:45 min
100 Yard Dash	20 sec	22 sec	25 sec	28 sec
Obstacle Course	17 sec	20 sec	23 sec	26 sec
Dead Weight Carry	44 seconds for all age groups			

#### Special Notations:

##### Obstacle course:

1. Participant must run a 50 yard dash in less than 12 seconds (15 seconds for 40+) immediately prior to entering course.
2. Course time does not start until the obstacle course is entered.
3. Participant must stay within the marked path and may touch, but not knock down any obstacle.
4. If a violation occurs, participant will not be allowed to continue that attempt. However, that attempt counts as one attempt.

##### Dead Weight Carry:

1. This event consists of carrying 50 lbs. up a 75 ft incline (catwalk over I-10).
2. Weight must be carried in an arm cradle fashion. (i.e. like carrying a small child)

## ARTICLE 5 - WAGE SUPPLEMENTAL BENEFITS

### SECTION 1 - EMPLOYEE AND DEPENDENT INSURANCE

- A. Without in any way obligating the City to maintain the existing insurance plans, said plans presently provided are prescription, medical, dental, vision and life insurance for employees and their dependents and short term disability insurance for employees only. Health and prescription insurance is currently provided through the Public Employees' Retirement System (PERS). Dental, vision, life and short term disability insurance is provided through

Principal Life Insurance Company.

- B. The City contribution for Medical Insurance will have a cap of \$535 per month. For dental, vision, life and short term disability coverage, the City will have a cap of \$80 per month. All increases in insurance premiums shall be paid for by the employer/employee on a 50/50 match contribution up to the first \$50 in a fiscal year. All increases above \$50 shall be paid by the employer. This clause shall be effective January 1, 2002.
- C. Pursuant to Government Code Section 22857 the employer's contribution for each retired employee or survivor shall be increased annually by five percent (5%) of the monthly contribution for employees, until such time as the contributions are equal.

## SECTION 2 - RETIREMENT

- A. The City shall maintain the current 3% @ 50 Safety Retirement Plan with PERS for this Unit that was effective in 2002.
- B. The City shall contribute the full nine percent (9%) of the employee's contribution to PERS for Sworn personnel in this Unit.

## SECTION 3 - SICK LEAVE

Sick Leave benefits are provided as follows:

- A. Only probationary and permanent full time employees will earn sick leave. No sick leave is earned for the first sixty (60) calendar days of employment.
- B. Such employees shall begin to accrue sick leave when they become eligible as follows:
  - 1. For the first pay period in which they become eligible, the employee will earn .046 hours of sick leave for each hour that he/she works in the pay period to a maximum of 3.70 hours for the period.
  - 2. After initial accrual begins, employees will earn 3.70 hours of sick leave per pay period for each full active period of service.
  - 3. Sworn personnel shall have unlimited accrual of unused sick leave.

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## SECTION 3 - SICK LEAVE (Cont.)

### C. SICK LEAVE PAY BACK

Accumulated sick leave pay back for employees represented by the Association is provided according to the following provision:

- 1. Sworn -  
The City will maintain the present PERS contract provision which provides sick leave conversion (Government Code Section 20862-8). Sworn personnel will also have the option at the time of retirement to convert their unlimited accrual of sick leave hours to service time or cash out the maximum accrual of 720 hours at the

following rate:

Ten through fourteen years of service - cash out will be 50%  
Fifteen through nineteen years of service - cash out will be 75%  
Twenty or more years of service - cash out will be 100%

In no case will payment exceed pay for 720 hours of accrued sick leave.

2. An employee may request to buy back fifty percent (50%) of the annual sick leave hours accrued but not used in any twelve (12) month period (maximum of forty-eight (48) hours), to be paid as a cash pay back at the full rate of pay during the time that the sick leave being sold was accrued. Requests must be made the first week of the first month of each quarter (i.e. January, April, July, October). Such requests will be paid after the second payroll of the month pursuant to the payroll schedule.

D. EMERGENCY LEAVES

1. Personal Business - Up to five (5) days of sick leave per fiscal year may be used by the employee for personal business, provided however, that prior approval has been given by the employee's Department Head or his/her designee.
2. Bereavement Leave - Bereavement leave is provided for the death of a member of an employee's immediate family. This leave is not charged to any other form of authorized leave, but will be paid at the employee's normal rate of pay, and is subject to verification by the employer. Paid bereavement leave shall be provided as follows:

If travel is:     300 miles or less - three (3) days  
                         Over 300 miles - five (5) days

3. Immediate Family Defined -For the purpose of Section 3.D.2, immediate family shall be defined as follows: spouse, parents, siblings, children and spouse's parents. For the purpose of Section 3.D.2, the immediate family includes the foregoing and grandparents.

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SECTION 3 - SICK LEAVE (Cont.)

E. NOTICE TO SUPERVISOR

Whenever practical, the employee shall give prior notice to his/her supervisor of an anticipated absence. Such notice shall include an estimate of the duration of time that he/she will be absent from work. However, such notice shall not relieve the employee of the responsibility of keeping the supervisor advised of the progress of his/her condition.

F. DOCTOR'S STATEMENT

If an employee is to be absent for a period exceeding three (3) days, a doctor's statement is required.

#### G. PERSONAL CALL IN

Whenever practical, the employee will personally call in before his/her reporting time, and report his/her absence to a member of the Executive or supervisory staff.

#### H. SICK LEAVE VISIT

Habitual users of sick leave may be visited by Executive or supervisory staff at any time during an employees absence.

### SECTION 4 - HOLIDAYS

#### A. DESIGNATED HOLIDAYS

The following days shall be considered holidays with pay for regular and probationary employees represented by the Association:

- |                           |                            |
|---------------------------|----------------------------|
| 1. Independence Day       | 7. Christmas Eve           |
| 2. Labor Day              | 8. Christmas Day           |
| 3. Columbus Day           | 9. New Years Eve           |
| 4. Veterans Day           | 10. New Years Day          |
| 5. Thanksgiving Day       | 11. Martin Luther King Day |
| 6. Day after Thanksgiving | 12. Presidents Day         |
|                           | 13. Memorial Day           |

The Mayor may declare additional holidays only to conform to a holiday declared by the Governor of the State of California or the President of the United States. Any additional holiday negotiated by other bargaining units will also be granted.

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### SECTION 4 - HOLIDAYS (Cont.)

#### B. REGULATIONS

1. Regular and probationary employees who are required to work on an observed holiday shall be granted either a work day of leave or be paid for a maximum of eight (8) hours of holiday time at straight time, in addition to pay for the time worked.
2. In the event one or more holidays fall within a scheduled annual vacation, such holidays shall not be charged to vacation leave but rather the vacation leave shall be extended accordingly.

3. Employees must work the day before and the day after the holiday in order to receive pay for the holiday unless the day before the holiday or the day after the holiday is a regularly scheduled day off or the employee is on extended sick leave, vacation, compensatory leave, or Workers Compensation (industrial leave).
4. Each employee represented by the Association shall to the extent that the employee is entitled to payment as set forth in paragraph B-1 through B-3 above will receive one days pay for each of the listed holidays in a separate check in December of each year.

## SECTION 5 - VACATION

### A. ANNUAL VACATION LEAVE PURPOSE

The purpose of an annual vacation is to enable each eligible employee to return to work mentally refreshed.

### B. ELIGIBILITY

All regular and probationary employees shall be entitled to annual leave with pay except the following:

1. Employees who work on a temporary or part time basis.
2. An employee may not take vacation before it is earned, nor prior to the completion of six (6) months of continuous City employment as an eligible employee.
3. Vacation may be scheduled at a time that is agreeable to both the Department Head and the employee.
4. An employee who separates from City service shall receive any vacation credit earned prior to the effective date of separation at his/her current rate of pay.

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## SECTION 5 - VACATION (Cont.)

### C. VACATION ACCRUAL

Vacation accrual will begin on the employment date as follows:

1. .0385 hours per regular hour worked in the first pay period in which the employee becomes eligible to a maximum of 3.08 hours.
2. 3.08 hours per pay period from eligibility to and including five (5) years of service (240 maximum accrual).
3. 4.62 hours per pay period after five (5) years, to and including ten (10) years of

service (280 maximum accrual).

4. 6.16 hours per pay period after ten (10) years of service (320 maximum accrual).

Service must be continuous/uninterrupted except as provided for elsewhere in this MOU.

Vacation shall be accrued on a bi-weekly basis. Maximum accumulation shall be 160 hours in addition to the current year's accumulation. (i.e. 240, 280, and 320 as stated above).

#### SECTION 6 - JURY DUTY AND COURT APPEARANCE

An employee who has been summoned for attendance to any court for Jury Duty during his/her normal working hours shall be deemed to be on duty and there shall be no loss of salary provided he/she is absent from his/her duties only during the time which his/her presence is required by the court. Payment received by the employee for service to that court shall be turned in to the Finance Department. Unless a City vehicle is used, the employee may retain reimbursement for the mileage only.

Any employee who is called as a witness arising out of, and in the course of his/her City employment shall be deemed to be on duty and there shall be no loss of salary. Any witness fees received by the employee shall be paid to the Finance Department together with any mileage allowed if he/she used City transportation.

Nothing herein shall be deemed to affect the right of the City Manager to discuss with the employee the possibility and practicability of seeking such exemption or excuse from Jury Duty or as a witness as may legally be available when absence by the employee would create undue hardship for the employee or his/her department, or would materially affect required service to the public.

An employee absent as a witness in a private matter shall not be entitled to be paid during such an absence.

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#### SECTION 7 - WORK RELATED INJURY OR ILLNESS LEAVE

Leave with pay for employees injured in the line of City duty shall be granted as follows:

- A. The injured employee is insured for Workers Compensation and if the injury or illness is directly related to the City of Blythe's employment, the City will continue to pay regular wages up to the limits of that employee's accumulated sick leave unless otherwise provided by State Law, provided all wages received by the employee from Workers Compensation Insurance are turned over to the Finance Department.

Sick leave shall be charged in relation with the percentage of reimbursement from

Workers Compensation Insurance toward the employee's earnings unless otherwise provided by State Law.

- B. An employee, while on occupational sick leave, shall accrue benefits as described in Article 2, Section 8.C of this MOU.
- C. Contested Injuries - In any case where the City contests that the injury occurred on the job, benefits shall be paid in accordance with "A" above up to the limits of the City's liability under this policy.
- D. Medical Proof - In order to limit the obligation of the City of each new separate injury, the City may require the employee to furnish medical proof or submit to medical examination by the City's choice of doctor at its expense, to determine whether it is a subsequent injury or an aggravation of a former injury.
- E. Doctor's Statement - A doctor's first report stating that an injured employee should not return to work must be submitted or the employee will not be considered to be on an authorized Workers Compensation injury leave. Employees must return to work on the date which the doctor states that he/she can return with a statement or a release from the doctor which states that he/she should be off work for an additional period of time.
- F. Reporting to Department Head - Any employee who is off due to a work related injury or illness must keep the Department Head advised on his/her status and condition.
- G. Treatment - Employees may be required to be treated by a specific doctor for industrial injury or illness for the first thirty (30) calendar days of treatment. Employees may pre-designate a physician of their choice on the required form only if the physician of choice has previously directed their medical treatment.

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## SECTION 8 - UNIFORMS AND SAFETY EQUIPMENT

- A. \$62.30 each bi-weekly pay period will be paid to Sworn personnel for equipment and uniform allowance.
- B. Up to \$500 cash advance may be made, upon written request, to a new Sworn employee. The pay back will occur at a bi-weekly rate equal to the allowance rate. Upon termination, any "cash advance" owed will be deducted from the employees last pay check.
- C. Up to \$500 cash advance may be made, upon written request, to an existing Sworn employee whose uniform or portion thereof has become obsolete or unusable due to changes in the uniform policy as requested or ordered by the City or Management. The pay back will occur

at a bi-weekly rate equal to the allowance rate in subsection A. The “cash advance” will not be made if the employee still has an outstanding balance on a previous request.

- D. Up to \$500 cash advance may be made, upon written request, to an existing Sworn employee who is assigned or promoted to a new position, duty assignment or detail where a completely, or partially different, uniform is designated. The pay back will occur at a bi-weekly rate equal to the allowance rate in subsection A. The “cash advance” will not be made if the employee still has an outstanding balance on a previous request
- E. Up to \$500 cash advance may be made, upon written request, to an existing Sworn employee who is assigned or promoted to a new position, duty assignment or detail where a completely, or partially different, uniform is designated. The pay back will occur at a bi-weekly rate equal to the allowance rate in subsection A. The “cash advance” will not be made if the employee still has an outstanding balance on a previous request.
- F. Upon termination, any “cash advance” owed by a Sworn employee will be deducted from that employee’s final pay check.
- G. Employees are subject to appropriate disciplinary action for failure to wear and maintain the designated uniforms and safety equipment in the manner specified in the Department Rules and Regulations.

#### SECTION 9 - P.O.S.T. CERTIFICATE PAY

- A. P.O.S.T. Certificate Pay of 3.0% of the employee’s current base rate of pay will be paid to each Sworn personnel for completing the requirements for an Intermediate Certificate. An additional 3.0% of the employee’s current base rate of pay will be paid to each Sworn personnel for completing the requirements for an Advanced Certificate. This pay will be paid in bi-weekly increments and will begin in the pay period immediately following the date P.O.S.T. approves said certificate.

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#### SECTION 10 - MILITARY BUY BACK PROGRAM

Pursuant to Government Code Section 21024 employees in this “Unit” may elect to purchase up to four (4) years of service credit for any continuous active military or merchant marine service prior to employment. This benefit applies only to active members while in employment with an employer providing this benefit in its contract. There will be no initial cost to the City for this benefit. The cost the employees electing to participate in the program will require individual calculations by PERS. After the contract has been amended, the employee may obtain cost information by contacting the Member Services Division.

## ARTICLE 6 - WORKING CONDITIONS

### SECTION 1 - HOURS OF WORK

All departments shall observe office and working hours necessary for the efficient transaction of service as determined by the City Manager. The very nature of the service performed by the City makes it impossible for all departments to operate on the same schedule of working hours.

#### A. POLICE DEPARTMENT

1. The primary work schedules for Sworn Officers will be a fourteen (14) day, eighty-four (84) hour, twelve (12) hour shift (12-plan), or a fourteen (14) day, eighty (80) hour shift 8-plan) paid at straight time dependent on assignment and/or departmental needs.

It is understood that Management is not giving up it's rights as per Section 2, Paragraphs C, D, M, & U.

2. The lunch/dinner break will be regarded as paid time.
3. The Police Department shall operate on a twenty-four (24) hour, seven (7) day week basis in accordance with the employee's work period. At the discretion of the Chief of Police, when emergencies or other abnormal demands on the Department warrants, any officer may be required to work on his/her normal shift off.
4. Briefing shall be considered part of the employee's work shift.

#### SECTION 2 - REST PERIOD

Employees may be allowed up to fifteen (15) minutes rest period in accordance with Department Rules during each half of the regular work day or regular work shift. In such cases the following applies:

1. Rest periods will not be taken at the beginning or end of either half of the regular work day of shift.
2. Rest periods may not be accumulated, nor shall rest periods have any monetary value if unused.

#### SECTION 3 - ATTENDANCE

Employees shall normally be in attendance at his/her work in accordance with all regulations regarding hours of work, holidays and leaves. Failure on the part of the employee to notify his/her employer of an absence in accordance with these rules shall be considered adequate reason for dismissal.

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#### SECTION 4 - OUTSIDE EMPLOYMENT

No employee in the City service shall hold any job or employment outside of their City employment without approval from his/her appointing authority, i.e., Department Head or City Manager, on a form provided for this purpose. Approval may be requested at any time and shall be renewed each July and any time outside employment changes.

Outside employment will not be permitted if: (a) it would physically or mentally impair or hamper the employee in the discharge of his/her duties; or (b) it would place the employee in conflict with the City in any fashion; or (c) it would reflect adversely upon the employee or the City. An employee may appeal the decision of the Department Head to the City Manager.

The appointing authority shall reserve the right to prohibit any outside employment on the part of any City employee which may be detrimental to the best interest of the City.

In such cases, the employee will be given appropriate warning and the employee then must decide

between his/her City position and the outside employment. Of course, employees may not engage in outside business activities while on duty nor may City equipment or property be used for any other reason than City functions.

**PROCEDURE:**

- A. The employee makes a request to his/her Department Head on a form provided for this purpose.
- B. The Department Head approves or denies the request and so notifies the employee immediately.
- C. The request, whether approved or denied, is routed to the City Manager.
- D. The appropriate follow-up action is taken if so requested (i.e. appeal of denial by employee) directly to the City Manager.

**SECTION 5 - LEAVE OF ABSENCE**

- A. General Policy - The following types of leave, and no other, are officially established:

Holidays, Vacations, Sick Leave, Military Leave, Jury Duty, Compensatory Time Off, Workers Compensation, Bereavement, Emergency and Leave Without Pay (Personal Leave).

All leaves may be granted by the Department Head in conformance with rules established for each type of leave and shall be referred to the City Manager for approval as specified.

- B. Military Leave - In accordance with provisions of State Law, an employee shall be granted leave of absence from his/her position during actual duration of such activity.

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**SECTION 6 - PROBATIONARY PERIOD**

- A. The Probationary Period, or working test period, is an integral part of the examination process. It shall be utilized to observe a new or promoted employee to his/her position and to reject any employee whose performance does not meet the required work standards.
- B. All original and promotional appointments shall be tentative and subject to a probationary period.
  - 1. Original appointments: Entry level and Lateral positions shall have an eighteen (18) month probationary period.
  - 2. Promotional appointments: Shall have a twelve (12) month probationary period.
  - 3. Provided, however, that all sick leave, suspensions or leave that exceed thirty (30) days shall extend the review period an equal amount of time.

- C. During the Probationary Period the Department Head with concurrence of the City Manager, may remove an employee who is unable or unwilling to perform the duties of the position satisfactorily, or whose habits and dependability do not merit his/her continuance in City employment. The Department Head shall immediately report such removal to the Personnel Manager and to the employee.
- D. An employee promoted to a new class who does not successfully complete his/her probationary period shall be reinstated to a position in the class occupied by the employee prior to promotion.

#### SECTION 7 - ANNUAL PERFORMANCE REVIEW

Based on an employee's anniversary date in his/her current classification, there shall be an annual performance evaluation.

Such evaluations are grievable and the City will prepare a standard grievance form.

#### SECTION 8 - WORKERS COMPENSATION

All employees of the City of Blythe are covered under Workers Compensation Insurance in accordance with State Law. Workers Compensation covers all job related injuries and illnesses and provides 100% medical expenses. Death benefits are also provided by Workers Compensation as provided by State law. No cost is incurred by the employee for this benefit. All costs are incurred by the City.

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#### SECTION 9 - DISCIPLINARY ACTION

- A. Whenever an employee's performance, attitude, work habits or personal conduct at any time falls below a desirable level, supervisors shall inform the employee promptly and specifically of such lapse and give counsel assistance. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating disciplinary action. In some instances, a specific incident may justify severe disciplinary action in and of itself; however, the action to be taken depends on the seriousness of the incident and the whole pattern of the employee's past performance and conduct.
- B. An employee may be suspended without pay, demoted or discharged for cause. Employees other than probationary shall have the right of appeal as set forth in Article 8, Section 1, Paragraph C.
- C. Types of Disciplinary Action:
  - 1. Reprimand - In situations where oral warnings have not resulted in improvement, or

where more severe initial action is warranted, written reprimand may be sent to the employee and a copy shall be placed in the employee's personnel file.

2. Suspension - An employee may be suspended without pay by his/her Department Head subject to review by the City Manager, for reasons of misconduct, negligence, insufficiency, insubordination, disloyalty, unauthorized absence or other justifiable reasons when alternate personnel actions are appropriate.

Or - a five percent (5%) reduction in pay, in lieu of suspensions, may be given. Such reduction in pay to coincide with the pay period(s) with the intent being that such pay reduction will not exceed that amount of pay received for the period of suspension.

3. Employee Appeal - A permanent employee may appeal the suspension to the City Manager who shall render a decision in writing.

#### SECTION 10 - SEPARATION

All separations of employees from positions in classified service shall be designated as one of the following types and shall be accomplished in the manner indicated: Resignation, Layoff, Disability, Death, Retirement or Dismissal.

- A. Resignation - An employee who resigns by submitting in writing the reasons therefore and the effective date to his/her Department Head as far in advance as possible, but a minimum of two (2) weeks notice is desired. Failure to comply with this requirement may be cause for denying future employment with the City of Blythe.

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#### SECTION 10 -SEPARATION (Cont.)

- B. Layoff - The Department Head, upon approval of the City Manager may layoff an employee in the classified service when he deems it necessary by reason of shortage of funds or work, the abolition of the position or other material changes in the duties of organization, or for related reasons which are outside employee's control which do not reflect discredit upon the service of the employee. The duties performed by any employee laid off may be re-assigned to other employees already working who hold positions in appropriate classes. No permanent employee shall be laid off while another person in a classified position is employed on a provisional or seasonal basis in the class. Preference for hiring will be given to laid off employees.
- C. Disability - An employee may be separated for disability when he/she cannot perform the required duties because of physical or mental impairment. Action may be initiated by the employee, his/her legal representative, or the City, but in all cases it must be supported by medical evidence acceptable to the City Manager. The City may require an examination at its expense be performed by a physician of the City's choice.
- D. Death - Separation shall be effective as of the date of death. All compensation due in accordance with these rules shall be paid to the estate of the employee, except for such sums

as by law must be paid to the surviving spouse.

- E. Retirement - Whenever an employee meets the condition set forth in these rules and the Retirement Plan regulations he/she may elect to retire and receive all benefits earned under the Retirement Plan.
- F. Dismissal - the City Manager may dismiss any employee for cause. Reasons for dismissal may include, but shall not be limited to:
1. Failure to meet the prescribed standards of work, morality and ethics to an extent that makes an employee unsuitable for any kind of employment in the City service.
  2. Theft, destruction or improper use of City property.
  3. Incompetency, inefficiency or negligence in the performance of duty.
  4. Insubordination.
  5. Notoriously disgraceful personal conduct.
  6. Conviction of a criminal offense.
  7. Unauthorized absences or abuse of leave privileges.
  8. Acceptance of any valuable consideration which was given with the expectation of influencing the employee in the performance of his/her duties.

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#### SECTION 10 -SEPARATION (Cont.)

9. Falsification of records or use of official position for personal advantage.
  10. Driving record which makes the employee unsuitable for operation of City equipment and/or vehicle.
- G. City Equipment - At the time of separation and prior to final payment, all records, assets and other items of City property in the employee's custody shall be transferred to the Department head and certification to this effect shall be executed by the employee and the Department head. Any amount due because of shortage in the above shall be withheld from the employee's final compensation or collected through other appropriate actions.
- H. Exit Pay - Permanent employees who separate from City employment shall receive payment for all earned salary and earned vacation/comp leave.

#### SECTION 11 - DEPARTMENT PHYSICALS AND STRESS TRAINING

- A. Physicals - A complete physical examination as prescribed by the City will be required for all Sworn personnel every two (2) years, and copies of same shall be given to the City and the employee.
- B. Stress Training - Stress training is being provided by P.O.S.T. for Sworn personnel.

#### SECTION 12 - DUES AND PAYROLL WITHHOLDING

Any employee covered by this MOU may request on a form provided by Personnel, that dues be withheld from his/her pay check subject to the following conditions:

- A. Any and all dues, etc., collected by the City for the Association shall be withheld from said employee's pay check twice per month and paid to the Association in a lump sum on a bi-weekly basis.
- B. The Association shall provide the Personnel/Payroll Department with a "Dues Check Off List" on an annual basis unless there is a change.

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### ARTICLE 7 - GENERAL PROVISIONS

#### SECTION 1 - USE OF VEHICLES AND CREDIT CARDS

City owned equipment and vehicles may be used only when employees are in the official discharge of their duties.

- A. Vehicles - No person may ride in a City owned vehicle unless on City business. Absolutely no hitchhikers may be picked up at any time. City vehicles may not be used for personal business and such use shall be grounds for disciplinary action. Keeping the City vehicle overnight and use to and from work is not necessarily considered as discharge of duties. Such use may be allowed only as a condition of employment or if such person's job is of the nature that requires him/her to respond to a job related emergency or call.
- B. Speed Limit - City vehicles shall be driven in compliance with all State, City and County laws, rules and ordinances. No vehicle shall be driven above the posted speed limit except when the necessary sirens and lights are used while responding to emergency situations.
- C. Courtesy - all common courtesies of the road shall be exercised whenever practical. Remember, that the manner in which City vehicles are operated reflects upon the courtesy of all City employees.
- D. Accidents - All accidents involving City vehicles and private property are to be reported to

the Police Department immediately and to the City Manager within one (1) working day. All reports are to be in writing and include the circumstances of the accident as well as any cost estimates and any tentative conclusion as to whether or not the accident was avoidable. Failure to report any accident involving City vehicles within one working day may be construed to be an attempt to conceal an accident. Warning, suspension or termination of appropriate employees may result.

- E. Members of this Association and the City jointly recognize the need for safe equipment and the proper operation of all equipment. To help achieve this it is agreed that:
  - 1. Every effort will be made to ensure that all motorized equipment is maintained properly with prompt repairs made as needed.
  - 2. Each equipment accident will be analyzed. A formal report will be made available to all involved employees. Employees judged to have contributed to an accident may, if authorized under California Law, be held financially responsible for damages.
  - 3. An employee has the right to question if a vehicle is safe to operate.
- F. Parking - Whenever practical, City vehicles which are taken home by employees shall not be parked on public streets at night.
- G. Unattended Vehicles - The California Vehicle Code makes it unlawful to leave vehicles running and unattended. Violations of this law will result in disciplinary action.

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#### SECTION 1 - USE OF VEHICLES AND CREDIT CARDS

- H. Backing of Vehicles - No City truck will be backed up without the assistance of a second person stationed at the rear of and to the side of the City truck while they are being backed up whenever possible.
- I. Credit Cards - City owned gasoline company credit cards are to be used only when it is impractical to use City facilities. Credit cards shall not be used for meals or lodging unless authorized in advance by the City Manager.

#### SECTION 2 - NONDISCRIMINATION, EQUAL OPPORTUNITY & AFFIRMATIVE ACTION

- A. The City of Blythe is an Equal Opportunity/Affirmative Action employer. As such, the City puts into practice equal employment opportunity for all without regard to race, color, religion, political belief, age, national origin, sex, socioeconomic or cultural background. This applies to all areas of working conditions, recruitment, placement, transfer, promotion, training, compensation, practices and policy, and all other conditions of employment not specifically stated.
- B. Members of the Association and the City agree that parties have a crucial role in the

development and implementation of equal employment opportunities. Each party hereto, shall be responsible for carrying out development and implementation of equal employment opportunities and each shall be responsible for its own failure to do so.

- C. The parties agree to cooperate actively and positively in supporting the concept of Affirmative Action designated to accomplish equal opportunity for all employees and seek and achieve the highest potential and productivity in employment situations. The City agrees to provide encouragement and assistance opportunities so that all employees may utilize their abilities to the fullest extent.
- D. The City will exert every effort possible to encourage upward mobility of employees now at lower grade levels so that they may work at their fullest capacity.
- E. The provisions of this MOU shall be applied equally to all employees in the Association without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, union affiliation or political affiliation as provided by Federal and State guidelines.

### SECTION 3 - ACCESS TO MEMORANDUM OF UNDERSTANDING

Upon enactment of the MOU, the City will, within thirty (30) days, provide each employee with a copy.

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### SECTION 4 - REPRESENTATION

It is agreed that this representational Association includes those classifications of positions set forth in Article 3.

### SECTION 5 - TRAINING AND TRAVEL PAY

Any employee requested to attend training seminars pertaining to their respective positions shall be reimbursed for authorized costs for such training as is relates to travel time and training session. Refer to the City of Blythe Travel Policy and Procedures.

All training sessions and meetings shall be paid at straight time.

## ARTICLE 8 - GRIEVANCES

### SECTION 1 - POLICY, EXTENT, PROCEDURE

- A. Policy - The most effective accomplishment of the work of the City requires prompt consideration and equitable adjustment of employee grievances. It is the desire of the City to adjust grievances informally, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be grievances which will be resolved only after a formal appeal and review. Accordingly the following procedure is established.
- B. Extent - A grievance is a wrong , real or fancied, considered by an employee as grounds for complaint, or violation of this MOU.
- C. Procedure - An employee or their agent shall first present the grievance to the employee's immediate supervisor, within seven (7) calendar days of the grievable action, who shall make inquiry into the facts and circumstances of the complaint. The supervisor shall attempt to resolve the matter promptly and fairly. An employee, if dissatisfied with the decision of his/her supervisor, may submit the grievance in writing to the Department Head within seven (7) days. The Department Head shall make a separate investigation and inform the employee in writing of the decision and the reasons therefore within seven (7) calendar days after receipt of the employee's grievance.

If the employee is dissatisfied with the Department Head's decision, the employee may request in writing a review by the City Manager within seven (7) calendar days following the receipt of the decision to the Department Head.

The City Manager shall make an investigation and conduct such hearings as he deems necessary and shall within thirty (30) calendar days after the receipt of the employee's request for review, inform the employee in writing of his findings and decision.

If the employee is dissatisfied with the City Manager's decision he/she may request in writing a review by the City Council within seven (7) calendar days following the receipt of the decision of the City Manager. The Council shall, within thirty (30) calendar days after it receives the employee's request for review, conduct an investigation. The decision of the Council shall be rendered, in writing, within thirty (30) calendar days of completion of the investigation.

Time limits may be extended by mutual consent of the parties.

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## ARTICLE 9 - ASSOCIATION RIGHTS

### SECTION 1

The City recognizes the right of the Association to govern its internal affairs.

### SECTION 2

The parties to the MOU shall fully support the Public Safety Officer's Procedural Bill of Rights and all laws of the State of California.

### SECTION 3

The Association shall provide and maintain with the City a current list, not to exceed four (4) persons, of the names of all authorized representatives of the Association. Such authorized representatives shall not enter any work location without the consent of the Chief of Police or his designee, or the City Manager or his designee. Said consent shall not be denied unless the Chief of Police determines it would interfere with the operations of the Police Department.

### SECTION 4

Provided the City incurs no cost, or work absence, as a result thereof, the Association shall be allowed to designate employee representatives to assist employees in:

- A. Preparing and/or processing grievances
- B. Preparing and/or presenting material for disciplinary hearing.
- C. Preparing and/or presenting material for any matter for which a representative is granted pursuant to the provisions of California Government Code Section 3300, et seq., known as the Public Safety Officers' Procedural Bill of Rights Act.

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## ARTICLE 10 - EMPLOYEE RIGHTS

### SECTION 1

The City shall maintain one employee Personnel File for Sworn Personnel. That file shall be kept by the Chief of Police of the City of Blythe. (The only exception to this will be that the City's Personnel Manager or his/her designee, will maintain forms/data relating to insurance enrollment, retirement, off-work reports and any employee forms which affect pay and time off status and payroll.

### SECTION 2

All employees shall have the right to review their Personnel File at reasonable times by requesting in writing to the Chief of Police of the City of Blythe.

Signed this \_\_\_\_\_ day of July 2005.

CITY OF BLYTHE

BLYTHE POLICE OFFICERS' ASSOCIATION

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Les Nelson  
City Manager

Unit Representative

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Unit Representative